



Utah Department of Transportation  
**Right of Way Contract**  
*Fee Simple Acquisition*

Project No: SP-0171(18)6      Parcel No.(s): 62, 62:E  
Job/Proj / Auth No: 78125      Pin No: 5608  
Project Location: 3500 South; Bangerter Hwy to 2700 West, Phase II  
County of Property: SALT LAKE      Tax ID / Sidwell No: 15-33-126-026  
Property Address: 2895 W 3500 S WEST VALLEY CITY UT, 84119  
Owner / Grantor (s): West Valley City, a municipal corporation  
Owner's Address: 3600 South Constitution Blvd, West Valley City, UT, 84119  
Owner's Home Phone:      Owner's Work Phone:

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Warranty Deed a parcel(s) of land known as parcel number(s) 62, 62:E for transportation purposes. This contract is to be returned to: Maurine L. Bachman, Right of Way Agent c/o Utah Department of Transportation, Right of Way Division, 4501 South 2700 West, Box 148420, Salt Lake City, Utah 84114-8420.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any toxic materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the Department takes possession.
4. If this acquisition is a total purchase, a key deposit will be retained in the amount of 1% or a negotiated amount until the keys are delivered to the Department. If delivered to the Department in an unacceptable condition, the amount to correct the condition shall be used from the deposit to cover the cost of clean up or necessary repairs.
5. All fixtures are to remain with the property including lighting, plumbing, heating, and air conditioning.
6. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
7. The Department shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.

**Total Selling Price**      \$13,350.00

\_\_\_\_\_  
Acquisition Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Right of Way Team Leader

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved by Director of Right of Way

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
West Valley City Attorney's Office

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Grantor understands this agreement is an option until approved by the Director of Right of Way.**

\_\_\_\_\_  
Grantor's Initials

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Date

CC: Grantor \_\_\_\_\_ Project Mgr \_\_\_\_\_ Acq File \_\_\_\_\_ Acq Agent \_\_\_\_\_ Scan \_\_\_\_\_

Revised: 1/27/2006      Approved by Utah Attorney General's Office

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\_\_\_\_\_  
Grantor's Initials

# OFFER TO PURCHASE RIGHT OF WAY

**Pin:** 5608      **Project No:** SP-0171(18)6

**Owner Name:** West Valley City, a municipal corporation

**Property Address:** 2895 W 3500 S, WEST VALLEY CITY, UT 84119

**Parcel No:** 62, 62:E

**Authority No:** 78125

**Tax Id:** 15-33-126-026

**Project Location:** 3500 South; Bangerter Hwy to 2700 West, Phase II

**The Utah Department of Transportation hereby makes you an offer of \$13,350.00 as Just Compensation for your property.**

This is the approved value for the parcel of land described in the Project shown above.

The Utah Department of Transportation declares that this offer has been established by the Department as Just Compensation and is in accordance with applicable State laws and requirements. Just Compensation is defined as the fair market value of the property acquired. This amount is based on the land, improvements and any fixtures considered to be real property.

**This letter is not a contract to purchase your property. It is merely an offer to purchase the property for \$13,350.00.** Along with this Offer attached are the Statement of Just Compensation, Executive Summary of Property Owner's Rights, and the Agency's Brochure. Your signature is for the purpose of verifying that you have actually received these items. Signing this document does not prejudice your right to have the final amount determined through Condemnation proceedings in the event you do not accept this Offer. Information regarding your rights is explained in the agency's brochure.

Information about the acquiring process and procedures is included in the Agency's Brochure, which has been given to you. Other information regarding your rights as a property owner was also given to you with this offer. If you have questions regarding this offer or information given to you, please contact me, Maurine L. Bachman. I can be reached at (801)583-0507.

Receipt: Please sign below to indicate you have received the following documents:

Agency's Brochure  
Executive Summary of Property Owner Rights  
Statement of Just Compensation  
Offer to Purchase

Date: \_\_\_\_\_ By: \_\_\_\_\_  
*Signature of Grantor/Owner*

Date: \_\_\_\_\_ By: \_\_\_\_\_  
*Signature of Grantor/Owner*

Date: \_\_\_\_\_ By: \_\_\_\_\_  
*Maurine L. Bachman, Acquisition Agent*



Utah Department of Transportation  
Right of Way Division  
Statement of Just Compensation

Project No: SP-0171(18)6 Parcel No.(s): 62, 62:E  
Job/Proj / Auth No: 78125 Pin No: 5608  
Project Location: 3500 South; Bangerter Hwy to 2700 West, Phase II  
County of Property: SALT LAKE Tax ID / Sidwell No: 15-33-126-026  
Property Address: 2895 W 3500 S WEST VALLEY CITY UT, 84119  
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Owner's Address: 3600 South Constitution Blvd, West Valley City, UT, 84119  
Owner's Home Phone: Owner's Work Phone:

The following information is the basis for the amount estimated by the Utah Department of Transportation to be just compensation.

Parcel No.	Type of Interest Acquired	Size	Units	Price Per Unit	%	Property Use	County
62	Fee Taking	892	SQFT	\$12	100	Residential	SALT LAKE
62:E	Temporary Easement	192	SQFT	\$12	6	Residential	SALT LAKE
<b>VALUE OF THE</b>							<b>Factor</b>
62	----->	892	SQFT	\$12	100 x	1 =	\$10,704.00
62:E	----->	192	SQFT	\$12	6 x	2.833 =	\$392.00
<b>OTHER COSTS</b>							
62	Improvements						\$2,230.00
62	Rounding						\$24.00
<b>TOTAL</b>							<b>\$13,350.00</b>

The Utah Department of Transportation declares that this offer is the amount that has been established by the Department as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE: \_\_\_\_\_  
Maurine L. Bachman, Acquisition Agent

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Quit Claim Deed

Salt Lake County Tax ID No.	15-33-126-026
UDOT Parcel No.	0171:62
UDOT Project No.	SP-0171(18)6

West Valley City, a Municipal Corporation of the State of Utah, Grantor hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property situate in the NE1/4NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a northeast corner of said entire tract in the southerly right of way line of the existing highway State Route 171 which corner is 1,060.00 feet West and 33.00 feet South from the North Quarter Corner of said Section 33 said corner is also approximately 16.68 feet perpendicularly distant southerly from the control line of said project opposite engineer station 714+78.27; and running thence South 30.11 feet along an easterly boundary line of said entire tract to a point 46.79 feet perpendicularly distant southerly from said control line; thence S.89°28'59"W. 19.84 feet to a point 46.98 feet perpendicularly distant southerly from said control line opposite engineer station 714+58.44; thence N.89°49'23"W. 9.66 feet to the westerly boundary line of said entire tract to a point 46.95 feet perpendicularly distant southerly from said control line; thence North 30.26 feet along said westerly boundary line to a northwest corner of said entire tract; thence East 29.50 feet along said southerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 892 square feet or 0.020 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°07'58" clockwise to obtain highway bearings.)

Together with any and all abutter's rights of underlying fee to the center of the existing right-of-way appurtenant to this conveyance.

**IN WITNESS WHEREOF**, said \_\_\_\_\_, has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ ) By \_\_\_\_\_

On the date first above written personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, did say that \_\_\_he\_\_\_ is the \_\_\_\_\_, of \_\_\_\_\_, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority adopted at a regular meeting of the \_\_\_\_\_ held on the \_\_\_\_\_ of \_\_\_\_\_ A.D. 20 \_\_\_\_\_, and said acknowledged to me that said municipal corporation executed the same.

**WITNESS** my hand and official stamp the date in this certificate first above written:

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Easement

Salt Lake County Tax ID No.	15-33-126-026
UDOT Parcel No.	0171:62
UDOT Project No.	SP-0171(18)6

West Valley City, a Municipal Corporation of the State of Utah, Grantor hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the NE1/4NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the easterly boundary line of said entire tract 1,060.00 feet West and 63.11 feet South from the North Quarter Corner of said Section 28 said point is also approximately 46.79 feet perpendicularly distant southerly from the control line of said project opposite engineer station 714+78.28; and running thence South 6.50 feet along said easterly boundary line; thence S.89°28'59"W. 19.82 feet; thence N.89°49'23"W. 9.68 feet to the westerly boundary line of said entire tract; thence North 6.50 feet along said westerly boundary line to a point 46.95 feet perpendicularly distant southerly from said control line; thence S.89°49'23"E. 9.66 feet to a point 46.98 feet perpendicularly distant southerly from said control line opposite engineer station 714+58.44; thence N.89°28'59"E. 19.84 feet to the point of beginning. The above described part of an entire tract of land contains 192 square feet or 0.004 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°07'58" clockwise to obtain highway bearings.)

The herein above temporary easement shall expire upon the completion of the construction of said project or 3 years after the date of the execution of the within instrument, whichever first occurs.

After said roadway improvements, side treatments and appurtenant parts thereof and blending slopes are constructed on the above described part of an entire tract at the expense of the Utah Department of Transportation, said Utah Department of Transportation is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said facilities and appurtenant parts thereof.

**IN WITNESS WHEREOF**, said \_\_\_\_\_, has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 ) ss. \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ) By \_\_\_\_\_

On the date first above written personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, did say that \_\_\_he\_\_\_ is the \_\_\_\_\_, of \_\_\_\_\_, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority adopted at a regular meeting of the \_\_\_\_\_ held on the \_\_\_\_\_ of \_\_\_\_\_ A.D. 20 \_\_\_\_\_, and said acknowledged to me that said municipal corporation executed the same.

**WITNESS** my hand and official stamp the date in this certificate first above written:

\_\_\_\_\_  
Notary Public